

**If you received a letter from or on behalf of LSF9 Master Participation Trust, Caliber Home Loans, Inc., or U.S. Bank Trust N.A., as trustee of LSF9 Master Participation Trust that: (1) may suggest that disputes of the mortgage debt must be made in writing; (2) directs dispute letters to a Dallas, Texas address referenced “above,” but also states that written requests should be sent to an Oklahoma City address appearing below; and/or (3) states that you may be charged for a payoff statement as permitted by state law, you may benefit from this class action settlement.**

This Notice concerns allegations relating to letters sent from or on behalf of LSF9 Master Participation Trust, Caliber Home Loans, Inc., or U.S. Bank Trust, N.A., as trustee of LSF9 Master Participation Trust, including, specifically, those that are the subject of allegations in the following pending lawsuits *Ashfaq Hussain v. LSF9 Master Participation Trust; Caliber Home Loans, Inc.; and U.S. Bank Trust, N.A., as Trustee of LSF9 Master Participation Trust*, Case No. 1:17-cv-625-TWP-MPB (“Hussain Litigation”), *Michael K. Carbone v. Caliber Home Loans, Inc.; and U.S. Bank Trust, N.A., as Trustee of LSF9 Master Participation Trust*, Case No. 15-cv-4919-JS-ARL (E.D.N.Y.) (“Carbone Litigation”) and *Robert Grosz and Chaya Grosz v. LSF 9 Master Participation Trust; Caliber Home Loans, Inc.; and U.S. Bank Trust, N.A., as Trustee of LSF9 Master Participation Trust*, Case No. 2:16-cv-04035-SJF-AKT (E.D.N.Y.) (the “Grosz Litigation”). In each of these lawsuits, Caliber Home Loans, Inc. LSF9 Master Participation Trust, and/or U.S. Bank Trust N.A. are the “Defendants.” Asfaq Hussain, Michael Carbone, Robert Grosz, and Chaya Grosz are collectively referred to as the “Plaintiffs.”

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY.  
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.  
IF YOU WISH TO RECEIVE A PORTION OF THE CLASS SETTLEMENT PROCEEDS  
DESCRIBED BELOW, YOU MUST COMPLETE AND RETURN A  
CLAIM FORM BY May 25, 2018.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>COMPLETE A CLAIM FORM TO RECEIVE A PORTION OF SETTLEMENT PROCEEDS</b>	If you wish to receive a portion of the Class Settlement Fund, you must complete and return the claim form on or before May 25, 2018.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will retain all of your legal claims against the Defendants.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the settlement. You may also object by appearing at the Fairness Hearing on June 14, 2018.
<b>GO TO THE HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	If you do nothing, you will receive no benefits from the settlement and you will not retain your legal claims against the Defendants.

**1. WHY DID YOU GET THIS NOTICE?**

You received this Notice because you have been identified as a person who was sent a letter by or on behalf of Defendants and you may fall within the class defined in paragraph 3 below. The purpose of this Notice is to advise you of a proposed settlement in the *Hussain, Carbone* and *Grosz* Litigations and to also advise you of a hearing to consider that settlement to be held on Thursday, June 14, 2018 at 2:30 p.m. before Judge Pratt, Room 344 of the Birch Bayh Federal Building and U.S. District Court for the Southern District of Indiana, Indianapolis Division, 46 East Ohio Street, Indianapolis, IN 46204 (“Fairness Hearing”).

## **2. WHAT ARE THESE LAWSUITS ABOUT?**

The *Hussain*, *Carbone* and *Grosz* Litigations each claim that a letter sent by or on behalf of Defendants to the class members violated the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692 *et. al.* because it (1) suggests that disputes of the mortgage debt must be made in writing; (2) directs dispute letters to a Dallas, Texas address referenced "above," but also states that written requests should be sent to an Oklahoma City address appearing below; and/or (3) states that you may be charged for a payoff statement as permitted by state law, you may benefit from this class action settlement.

Counsel for Plaintiffs has conducted an extensive investigation into the relevant facts and law underlying Plaintiffs' claims, and has concluded that a settlement is in the best interests of Plaintiffs and the class defined in paragraph 3 below.

This Notice should not be understood as an expression of any opinion by the Court as to merits of any of the claims asserted by Plaintiffs or any of the defenses asserted by Defendants.

## **3. WHO IS IN THE SETTLEMENT?**

The settlement class (the "Class") consists of (a) all individuals (b) who were sent a document in the form represented by Exhibits A, B or C (attached hereto) (c) on or after August 20, 2014 and on or before March 20, 2017.

There are 81,602 persons in the Class.

## **4. THE SETTLEMENT BENEFITS - WHAT YOU GET**

The Agreement calls for the creation of a \$226,500.00 class settlement fund to be divided equally among class members who do not exclude themselves and who timely return a valid claim form.

Based on Class Counsel's experience, Class Counsel expects that 10%-15% of the class members will submit claim forms resulting in a recovery of approximately \$27.73-\$18.48 per class member; however, no particular amount is guaranteed.

## **5. CLASS COUNSEL'S OPINION OF THE SETTLEMENT**

In an individual lawsuit under FDCPA, a prevailing individual plaintiff may be able to recover up to \$1,000 for statutory damages, any actual damages and reasonable attorneys' fees and costs. In a class lawsuit under the FDCPA, the class may be able to recover up to the lesser of (a) \$500,000 or (b) 1% of the debt collector's net worth, plus any actual damages, reasonable attorneys' fees and costs. Class Counsel has considered the benefits that the class will receive under the Agreement, the potential defenses of Defendants, and the attendant risks, expenses, uncertainties and delays of litigation. Consequently, Class Counsel believes the terms of the settlement are fair and reasonable, and the members of the class should accept this settlement.

## **6. NO ADMISSION OF LIABILITY BY DEFENDANTS**

By entering into this Agreement Defendants do not admit any liability to Plaintiffs and the Class. Defendants enter into this Agreement solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims, known or unknown, that have been or might have been asserted against Defendants by the Plaintiffs and the Class concerning the matters alleged in the *Hussain* Litigation, *Carbone* Litigation and *Grosz* Litigation.

## **7. WHAT AM I GIVING UP AS PART OF THE SETTLEMENT?**

If you remain in the Class and the settlement becomes final, you will be releasing Defendants from any and all actual or potential claims that were alleged in the *Hussain*, *Carbone* and *Grosz* Litigations.

However, the Class members do not release any claims or defenses concerning, (1) whether any debt is in fact owed to any of the Defendants, (2) the proper crediting of payments by the Defendants, and the (3) the accurate reporting of the alleged debt to the credit reporting bureaus by Defendants. This release is more fully explained in paragraph 15 of the Agreement.

The Agreement is available to view on the Class Website: [www.eclgnnotice.com](http://www.eclgnnotice.com) or at the Clerk's Office, Birch Bayh Federal Building and U.S. District Court for the Southern District of Indiana, Indianapolis Division, 46 East Ohio Street, Indianapolis, IN 46204 during regular business hours.

## 8. WHAT ARE MY OPTIONS?

**OPTION 1: Remain in the Class** to receive a share of the Class Recovery. To receive a share of the Class Recovery you must fully complete and submit the claim form at the end of this notice. You must submit the Claim Form to Caliber Class Action, c/o Class-Settlement.com, PO Box 9009, Hicksville, NY 11802-9009. The deadline for Claim Forms is **May 25, 2018**; Claim forms **MUST BE** postmarked by **May 25, 2018**. Payments will be mailed to class members 21 days after the Effective Date of the settlement. The Effective Date is thirty-five days from the date the last order is entered in the first of either the Hussain or Carbone Litigation dismissing the Plaintiff(s) and Class claims with prejudice.

**OPTION 2: Exclude Yourself from the Class.** If you fall within the Class definition in paragraph 3 above, you will be a member of the Class unless you exclude yourself from the Class. If you want to exclude yourself from the Class then you must complete and mail a notice of intention to opt-out (“Opt-Out”), which contains the following: (a) the case name, (b) your full name, address, and telephone number; (c) your signature; and (d) a statement that expressly states your intent not to participate in the settlement and to waive all rights to the benefits of the settlement. In addition, for your Opt-Out to be valid, it must be mailed to the following address postmarked no later than **May 25, 2018**:

Class-Settlement.com  
Caliber Opt-Out  
PO Box 9009  
Hicksville, New York 11802-9009

If you wish to bring your own individual action (at your expense) against Defendants you must exclude yourself from this case. If you exclude yourself from this case you will not receive any money from the Class Recovery.

**OPTION 3: Object to the Settlement.** You can object to the Settlement by telling the Court that you don’t agree with the settlement or some part of it. You must give reasons why you think the Court should not approve the settlement. The Court will consider your views if you properly submit an objection on time. You can object **ONLY** if you stay in the Class. If you wish to object to the settlement or to any awards to Plaintiffs or Class Counsel, then you must send a copy of the objection to Class Counsel: Tiffany Hardy (#34467), Edelman Combs Lattuner & Goodwin, LLC, 20 S. Clark St., Suite 1500, Chicago, IL 60603; and to Defendant's Counsel: David Biderman, Perkins Coie, LLP, 1888 Century Park East, Suite 1700, Los Angeles, California 90067-1721.

Each objection must (a) provide the case name, (b) set forth the objector’s full name, address and telephone number; (c) state the objection to the settlement; (d) set forth a statement of the legal and factual basis for the objection; and (e) provide copies of any documents in support of the objection. If you do not submit a timely objection in accordance with the requirements set forth above, you will not be treated as having filed a valid objection to the settlement.

To object to the Settlement, you may also appear at the hearing on Thursday, June 14, 2018, before Judge Pratt, Room 344 of the Birch Bayh Federal Building and U.S. District Court for the Southern District of Indiana, Indianapolis Division, 46 East Ohio Street, Indianapolis, IN 46204 (“Fairness Hearing”). **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.** Please note that it is not sufficient to simply state that you object. You must state reasons why the settlement should not be approved.

**OPTION 4: Do Nothing.** You are not required to do anything in response to this Notice. If you do nothing you will remain a member of the Class and you will release your claims for statutory damages against Defendants, but you will not receive any portion of the Class Settlement Fund.

## 9. WHO ARE COUNSEL FOR PLAINTIFF AND CLASS COUNSEL?

The Court has appointed the following attorneys to represent you and other members of the Class in this lawsuit:

Edelman, Combs, Lattuner & Goodwin, LLC  
20 S. Clark St., Suite 1500,  
Chicago, IL 60603  
(312) 739-4200

These attorneys represent your interests in this lawsuit. You may contact them with any questions that you have about the lawsuit or the settlement. You may also hire your own attorney at your own cost to enter an appearance on your behalf in this matter. Defendants have agreed to pay Plaintiffs' counsel \$111,666.66 subject to court approval and have agreed to pay Plaintiff Hussain \$2,500.00, Plaintiff Carbone \$2,500.00, Plaintiff Robert Grosz \$2,500.00 and Plaintiff Chaya Grosz \$2,500.00. Any checks issued to Class Members that remain uncashed 60 days after issuance will be paid to a charitable organization approved by the Court. The attorneys will submit a petition for their fees which you may review with the Clerk of the Court or on the Class Website.

**10. THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing on the settlement in Room 344 of the Birch Bayh Federal Building and U.S. District Court for the Southern District of Indiana, Indianapolis Division, 46 East Ohio Street, Indianapolis, IN 46204 ("Fairness Hearing") on **Thursday, June 14, 2018 at 2:30 p.m.** to determine, among other things, (i) whether it will be approved as fair, adequate and reasonable; (ii) what amount, if any, to award class counsel for attorney's fees and costs in the Hussain Litigation, Carbone Litigation and Grosz Litigation; and (iii) what amount, if any, to award plaintiffs for their services as class representatives. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.** The hearing may be continued by the Court without further notice to class members. If the Court does not approve the Settlement, the class action will proceed, and you may or may not get the money that this case may provide in the future.

**11. WHERE CAN I OBTAIN ADDITIONAL INFORMATION?**

The description of the lawsuits and Settlement that is contained in this Notice is only general in nature. All papers filed in these cases, including the full settlement agreement, are available for you to review on the Class Website. If you or your attorney requires additional information, you should write or call class counsel at the address and telephone numbers below during regular business hours. Please include the case name and number, your name and your current return address on any letters, not just the envelopes. Please do not contact the Defendant's attorneys; they are not in a position to give you any advice about this settlement. **PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION.**

**GETTING MORE INFORMATION – CONTACT:**

**Edelman, Combs, Lattuner & Goodwin, LLC, Case No. 34467  
20 S. Clark St., Suite 1500  
Chicago, IL 60603  
(312) 739-4200**

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**PROOF OF CLAIM**



**Hussain v. LSF9 Master Participation Trust, Case No. 1:17-cv-000625-TWP-MPB (S.D. Ind)**

**In order to be considered a valid claim form, this form must be completed in full, signed, and SUBMITTED BY MAY 25, 2018 VIA MAIL TO:**

*Caliber Class Action*  
Class-Settlement.com  
PO Box 9009  
Hicksville, NY 11802-9009

**Provide Your Contact Information.**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip Code:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_

**Verification:**

By signing this form, I am declaring that the foregoing is true and correct and that I am the person to whom the Notice was mailed.

Sign your name here:

X \_\_\_\_\_